

## REMARKS/ARGUMENTS

This Amendment is in response to the Final Office Action dated February 4, 2009. Claims 1-18 are pending and claims 1-18 are rejected. Claims 1, 7, and 13-18 have been amended and no claims have been cancelled. Accordingly, claims 1-18 remain pending in the present application.

Claims 1, 7, and 13 are amended to include the feature that the participants may verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace. Support for this amendment may be found in the Specification. See, e.g., page 5, lines 11-13, page 8, line 5-page 9, line 2 (discussing inability in prior art for "a participant communicating through a middle person (the E-marketplace) to confirm that a third party with which they are doing business is the originator of the P3P policy that purports to be theirs"), page 10, lines 14-17 ("the buyer validates the integrity and ownership of the privacy policy using known techniques by using the digital privacy key associated with the business partner, and this allows the buyer to verify that the privacy policy has not been tampered with since being submitted by the business partner").

Claims 14-16 have been amended to claim dependency on claim 13, directed to a system, instead of claim 7, directed to a computer program product. Similarly, claims 17 and 18 have been amended to depend upon claim 16 instead of claim 10. These amendments are seen by Applicant as broadening or cosmetic, and as such, are not subject to the prosecution history estoppel imposed by Festo. For the record, Applicant points out that the Supreme Court in Festo noted that a cosmetic amendment would not narrow the patent's scope and thus would not raise the estoppel bar.

Claims 1 – 18 are rejected under 35 U.S.C. §103(a) as being unpatentable over

U.S. Patent Application No. 20020029201 to Barzilai ("Barzilai") et al. in view of U.S. Patent No. 6,697,824 to Bowman-Amuah ("Bowman-Amuah").

Applicant respectfully disagrees with the Examiner's rejections of independent claims 1, 7, and 13. Amended claims 1, 7, and 13 generally refer to conducting electronic commerce transactions among a plurality of participants in an E-marketplace. The E-marketplace obtains, via a computer, digitally-signed privacy-use information for each participant. The E-marketplace may then share, via said computer, the digitally-signed privacy-use information with any participants interested in doing business with each other in the E-marketplace. The participants may verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace.

Barzilai does not describe the features claimed in Applicant's claims 1, 7, and 13. First, Barzilai does not describe allowing participants to verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace. Barzilai seemingly describes an electronic marketplace that acts as a broker between a buyer and one or more sellers. The buyer specifies his or her privacy preferences to the marketplace and makes a query or purchase order to the marketplace for a desired item of goods or services. The marketplace then finds one or more sellers offering the desired item and attempts to match the buyer privacy preferences to a seller privacy policy. The marketplace "must confirm that the seller undertakes to abide by the buyer's agreed privacy policy," and in cases where there is disagreement between the buyer privacy preferences and the seller privacy policy, the marketplace seemingly may adjust or alter the seller privacy policy. See Barzilai at paragraph 55. Once the buyer privacy preferences and the seller privacy policy are found mutually compatible, the buyer's private information and purchase order are seemingly transferred to the seller.

Barzilai does not render Applicant's claims 1, 7, and 13 obvious because Barzilai

does not allow participants to verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace. In fact, Barzilai does not describe allowing buyers in the marketplace to access the privacy-use information of sellers at all. Instead, buyers must rely upon the marketplace to locate, and in some cases, negotiate a privacy policy with a seller. As such, the deficiencies of the prior art as described by the applicant, such as, for example, having the marketplace edit the seller's privacy policy or having the seller claim that the seller's privacy policy was altered without the seller's consent, apply equally to Barzilai. In fact, Barzilai seemingly touts the ability to modify a default privacy policy of a seller as an advantage. See Barzilai, abstract ("[I]f the privacy preferences and the privacy policy are found to be incompatible, a negotiation is brokered with at least one of the first and the second parties so as to bring the privacy preferences and the privacy policy into mutual compatibility").

Barzilai also fails to describe sharing the digitally-signed privacy-use information with **any** participants interested in doing business with each other in the E-marketplace (emphasis added), as described in Applicant's claims 1, 7, and 13. As stated by the Examiner, the only sharing described in Barzilai is the sharing of "buyer's privacy policy with sellers that have compatible policies." See office Action at section 4B. The Examiner further states that "the information is made available to all eligible to receive the information" in Barzilai, but this is erroneous. Eligibility in Barzilai is determined based on whether the other party has a privacy policy that is or may be negotiated to be mutually compatible with the first party. "Only then is the buyer's information passed to the seller." See Barzilai at paragraph 14. Sharing the digitally-signed privacy-use information may be advantageous because it allows participants to self-select other participants to do business with, instead of relying upon the representations of the E-marketplace. See Specification at page 8, line 18-page 9, line 17. Barzilai does not share this advantage, and therefore

fails to render Applicant's claims 1, 7, and 13 obvious.

Combining Barzilai with Bowman-Amuah also fails to disclose allowing participants to verify that the digitally-signed privacy-use information has not been tampered with since being submitted to the E-marketplace as described in Applicant's claims 1, 3, and 7. As the Examiner notes, Barzilai does not teach receiving privacy-use information that is digitally signed. Bowman-Amuah merely describes using a digital signature to provide security for data sent between a sender and a recipient. The teachings of Bowman-Amuah are seemingly incompatible with the teachings of Barzilai, because Barzilai describes allowing the marketplace to access and negotiate changes to the privacy policy of a seller. Barzilai does not describe sharing the privacy use information of the seller with the buyer, so the buyer has no way to verify that the digitally-signed privacy-use information has not been tampered with. Even if the seller's privacy use information in Barzilai were revealed to the buyer, then the buyer would still be unable to verify that the digitally-signed privacy-use information has not been tampered with because the digital signature would be invalidated by the marketplace if the marketplace were to negotiate changes to the seller's default privacy policy.

In view of the foregoing, it is submitted that claims 1, 7, and 13 are allowable over the cited references. Furthermore, claims 2-6, 8-12, and 14-18 are allowable because they are dependent upon the allowable independent claims. Accordingly, Applicant respectfully requests reconsideration and passage to issue of claims 1-18 as now presented.

Applicants' attorney believes this application in condition for allowance. Should any unresolved issues remain, Examiner is invited to call Applicants' attorney at the telephone number indicated below.

Respectfully submitted,

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